

JAN 18 2013

F5530-8005-166/2019 CHARLOTTETOWN

THIS INDENTURE made this 10 day of Jan, Two thousand 2013

B E T W E E N :

Maica Marine Ltd  
101 Rte. ~~101~~ 11  
Lower Newcastle, N.B.  
E1V 7E7

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her  
Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant,  
equipment, materials, matters and things required to be done, furnished and performed in the  
manner hereinafter described, in connections with the maintenance of a marine aids to navigation  
service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any  
tools which in the view of the Supervisor, Aids to Navigation Operations, are special and  
outside of the Contractor's normal ability to supply and are necessary for the  
performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need  
for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor  
shall be shipped to him at Her Majesty's expense.

2.5 **'The Contractor shall provide suitable storage for the equipment provided by Her  
Majesty, such storage being secure and providing shelter to those items which must  
be stored indoors.'**

3. (a) That the Contractor shall take charge of the said service at the commencement of  
this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for  
service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations ,  
Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the  
'Supervisor, Aids to Navigation Operations ') and failing such notice the Contractor shall make  
good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the  
entire satisfaction of the Supervisor, Aids to Navigation Operations .

(b) In the case where the Contractor had held the contract in the previous year for the  
marine aids to navigation, then no cost or expenses shall be charged against the Department of  
Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of  
them, through negligence on the part of the Contractor, the Contractor shall make good such loss  
or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor,  
Aids to Navigation Operations .

- Entered to  
Serial Agreement  
in Sipa  
- Copy sent to Records

**4. Inspection**

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

**9. Crown Property**

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

**10. Officers Servants and Agents of Contractor**

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

**25. Termination**

- 25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.
- 25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums therefore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

**26. Acts and Regulations**

- 26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA..
- 26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

**NOTE: Failure to provide the proof of certification (Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.**

- 26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

**NOTE:**

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

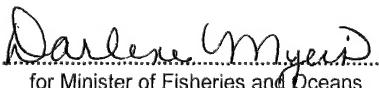
SIGNED, SEALED AND DELIVERED  
by the Contractor in the  
Presence of -

Witness:

Contractor's Signature

SIGNED, SEALED AND DELIVERED  
by Her Majesty in the presence of -



Darlene Myers

for Minister of Fisheries and Oceans



Schedule of Rates  
Charlottetown

CD	Governor's Island Can Buoy CD	0.6m SB 60 Spar Can Pl	1250S 3/4"	14	-	46	7	25.21	63	5	10.67	Seas	Plastic	Plastic	3 yr	2015	
6001.1	A	Squaw Point Buoy A	0.6m SB 60 Spar Can Pl	1250S 3/4"	12.2	-	46	9	50.21	63	4	24.67	Seas	Plastic	Plastic	3 yr	2015
6001.5	B	Squaw Point Buoy B	0.6m SB 60 Spar Can Pl	1250S 3/4"	6.1	-	46	9	32.21	63	3	8.67	Seas	Plastic	Plastic	3 yr	2015
6002.5	PRIV1	Yacht Club Race Buoy	GDI 680N	2500 3/4"	9.1	-	46	13	33.21	63	7	7.17	Seas	Plastic	Plastic	3 yr	2014
6003.15	C19	Railway Wharf East Flats Spar Buoy C19	0.7m Ice Can Gr	2500 7/8"	37.02	46.14	0.24	63	6	52.5	Y/Rd	Plastic	Plastic	Plastic	3 yr	2014	
6004	C	Southport Wharf Ruins Spar Buoy C	GDI 2M	800 5/8"	3	-	46	13	40.21	63	6	40.67	Seas	Plastic	Plastic	3 yr	2014
												Total	21,049.0	21,049.0	21,049.0	21,049.0	2015
TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (4000 LBS) NOTED IN THIS SCHEDULE OF RATES. CONTACT TRANSPORT CANADA IF NECESSARY																	
P.S. 20,849.0 20,849.0 20,849.0																	

20,849.0 20,849.0 20,849.0  
P.S. 20,849.0

DK  
bc

## Pricing Sheet

### PRICING SHEET-Charlottetown, PEI

#### PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:

1. FIRST YEAR
2. SECOND YEAR -
3. THIRD YEAR -
4. FOURTH YEAR -
5. FIFTH YEAR -
6. SIXTH YEAR -

Please provide GST / HST # if Applicable -GST / HST# 121124903 RTCCC1

If GST / HST not applicable, please provide SIN# \_\_\_\_\_

Signature: Paul Scott

Name: Maire Marine Ltd  
 Mailing Address: 101 BTEL 11  
Box 2233 - 3447 3455  
Cell Phone #: (506) 223-6448  
 Fax #: (506) 223-6448  
 E-mail Address: maire.marine@nb.a.bn.com

Signature Paul Scott

*Charlottetown*

**Campbell, Karen**

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**From:** Saumure, Melissa  
**Sent:** July-08-14 11:09 AM  
**To:** 'mairamarine@nb.aibn.com'; Campbell, Karen  
**Subject:** More Maira Marine Amendments  
**Attachments:** Maira Marine.pdf

Good Morning,

Please find attached 3 fully executed amendments for Maira Marine.

Thanks, have a great day!

**Melissa Saumure**

Junior Procurement Officer

Procurement Hub Ottawa Office/Centre d'approvisionnement-bureau d'Ottawa

Materiel and Procurement Services/Services du matériel et des acquisitions

Financial and Materiel Management Operations/Opérations financières et Gestion du Matériel

Fisheries and Oceans Canada/ Pêches et Océans Canada

200 Kent Street – 9 W087

Ottawa, ON K1A 0E6

Government of Canada/Gouvernement du Canada

Telephone/ Téléphone: 613-993-2846

Facsimile/Télécopieur: 613-991-1297

E-mail/ Courriel: [melissa.saumure@dfo-mpo.gc.ca](mailto:melissa.saumure@dfo-mpo.gc.ca)

New E-mail/ Nouveau courriel: [XNAT](mailto:XNAT), Procurement Hub/Centre d'approvisionnement

*- Copy sent to  
Records*

*kc*



**Fisheries and Oceans  
Canada**      **Pêches et Océans  
Canada**

**Contract/File No. F5530-8005-166/2019  
Amendment #1  
Page 1 of 3**

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 4<sup>th</sup> day of June 2014

**BETWEEN**

**Maira Marine  
101 Route 111  
Newcastle, NB  
E1V 7E7**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

**Contract/File No. F5530-8005-166/2019**

**Amendment #1**

**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 1 – Servicing Marine Aids to Navigation – Charlottetown**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2014**

**Insert: Completion Date of July 2, 2015**

**Apply:**

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$20,849.00  
For an amount not to exceed.....\$20,849.00

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

Contract/File No. F5530-8005-166/2019  
Amendment #1  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at 1905 HRS on June 9, 2014

(W)

*Paul Scott (President)*  
INCORPORATED COMPANY  
(Signature and position)

**AFFIX CORPORATE SEAL:**

(Witness)

or

**PARTNERSHIP**  
(Signature and position)

(Witness)

**SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER** (Signature and position)

(Witness)

**FOR HER MAJESTY**

Dated at Ottawa on June 11, 2014

*Patrizia Marinelli*  
Team Leader  
NCR, Materiel Management



Fisheries and Oceans  
Canada      Pêches et Océans  
Canada

Contract/File No. F5530-8005-166/2019  
Amendment #2  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 19<sup>th</sup> day of May 2015

**BETWEEN**

Maira Marine  
Attn : Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: [REDACTED]  
Fax: (506) 773-6448

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

AND

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 2 – SERVICING MARINE AIDS TO NAVIGATION – CHARLOTTETOWN**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2015**

**Insert: Completion Date of July 2, 2016**

**Apply:**

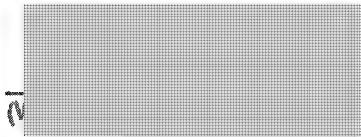
From July 2, 2015 – July 2, 2016 for an amount not to exceed \$20,849.00  
For an amount not to exceed.....\$20,849.00

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-166/2018  
Amendment #2  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

## FOR THE CONTRACTOR

Dated at Moncton on May 25, 2015

Paul Scott (President)  
INCORPORATED COMPANY  
(Signature and position)

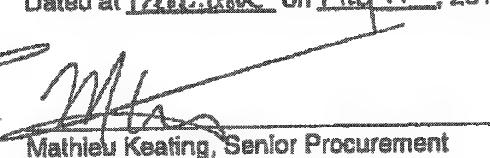
## AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP  
(Signature and position)

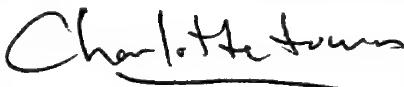
or

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)  
(Witness)  
Mathieu Keating, Senior Procurement  
Officer  
Financial and Material Management  
Operations

## FOR HER MAJESTY

Dated at Frederiction on May 19<sup>th</sup>, 2015

Fisheries and Oceans  
Canada      Pêches et Océans  
CanadaContract/File No. F5530-8005-166/2019  
Amendment #3  
Page 1 of 3**AMENDMENT TO AGREEMENT**This Amendment dated as of the 27<sup>th</sup> day of June 2016**BETWEEN**

**Malra Marine**  
Attn: Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: [REDACTED]  
Fax: (506) 773-6448

(hereinafter called the "Contractor")

**OF THE FIRST PART,****AND****HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")****OF THE SECOND PART,****WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2019;****AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;****NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

Contract/File No. F5530-8005-166/2016

Amendment #3

Page 2 of 3

This Amendment is issued to exercise Option Year 3 of the contract for an additional one year period from July 2, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –  
Charlottetown, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2016**

**Insert: Completion Date of July 2, 2017**

**Apply:**

**From July 2, 2016 – July 2, 2017  
For an amount not to exceed.....\$20,849.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

Contract/File No. F5530-8005-166/2019  
Amendment #3  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at Fredericton June 22, 2016

Paul Scott (President)

**INCORPORATED COMPANY**  
(Signature and position)

**AFFIX CORPORATE SEAL:**

(Witness)

PARTNERSHIP  
(Signature and position)

or

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on 27 June, 2016

Hannah Stott  
(Witness)

Cindy Gallant  
Cindy Gallant  
Contracting Officer  
Fredericton Procurement Hub



**PURCHASE ORDER**

This Purchase Order is made as of the contract award date below between Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter referred to as "Fisheries and Oceans Canada") and the supplier (as named herein).

**SUPPLIER - FOURNISSEUR**

MAIRA MARINE LTD.  
HWY 11  
101  
LOWER NEWCASTLE, NB E1V 7E7  
Canada

**ISSUED BY - PRÉPARÉ PAR**

SENIOR NAVAIDS INFO  
OFFICER-CHARLOTTETOWN  
1 QUEEN ST P.O. BOX 1236  
CHARLOTTETOWN, PE C1A 7M8

Tel: 902 566-7938  
E-mail: AIMEE.POWER@DFO-MPO.GC.CA

**COMMANDE D'ACHAT**

Cette commande d'achat est faite en date d'octroi de contrat ci-dessous entre Sa Majesté la Reine du chef du Canada (ci-après appelée "Sa Majesté") représenté par le Ministre des Pêches et Océans Canada (ci-après appelé "Pêches et Océans Canada") et le Fournisseur (tel qu'indiqué dans les présentes).

**IMPORTANT**

The Contract No. must appear on invoices, B/L, packing lists, correspondence and outside containers.  
Le No. de contrat doit être indiqué sur les factures, les connaissances, les listes d'emballage, la correspondance et à l'extérieur des contenants.

<i>Contract No./ No. de contrat.</i>	<b>F5530-160130</b>
<i>Amend. No/No. de modif</i>	<b>I</b>

<i>Contract Award Date/ Date d'octroi de contrat</i>	<b>26-JUL-2016</b>
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*Address Enquiries to - Adresser toute demande à*

Tel:  
E-mail:

**SHIP TO/ EXPÉDIER À:** F5530

**BILL TO/ FACTURER À:** DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca

SENIOR NAVAIDS INFO  
OFFICER-CHARLOTTETOWN  
1 QUEEN ST P.O. BOX 1236  
CHARLOTTETOWN, PE C1A 7M8  
Canada

DFO-ACCOUNTS PAYABLE/MPO-COMPTE PAYABLE  
PO BOX 1901, STN A / CP 1901, STN A  
FREDERICTON, NB E3B 5G4  
Canada

*Attn: POWER, AIMEE*

*Departmental Financial Codes - Codes financiers ministériel*  
A9512-A10-120-4464-29ADH-6

*Freight Terms - Conditions pour les frais de transport*

*Contract End Date - Date de fin du contrat*

*FOB - FAR*    *PST No. - N° de TVP Exemption*

*HST/GST - TPS /  
TVH  
EXTRA*    *Estimated Total Cost - Prix total prévu*  
**2,600.00 CAD**  
(Tax excluded)/(Taxe exclue)

Continued/ suite...

Canada

s.20(1)(b)

s.20(1)(c)



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

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Loi sur l'accès à l'information

Page

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of/de

3

**PURCHASE ORDER**  
(Continuation sheet)

**COMMANDE D'ACHAT**  
(suite)

**P.O. No. - N° de commande**

F5530-160130

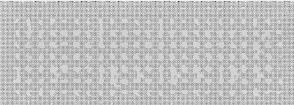
**Amend. No. - N° de modif.**

1

The Vendor agrees to provide to Fisheries and Oceans Canada the goods or services identified at the specified prices and in accordance with all terms and conditions of this Purchase order.

Le Fournisseur accepte de fournir Pêches et Océans Canada les biens ou services identifiés dans les présentes en conformité avec les prix spécifiés et avec les modalités de cette commande d'achat.

Continued/ suite...

<i>Item no. No Article</i>	<i>Description Description</i>	<i>Delivery Date Date de livraison</i>	<i>Quantity Quantité</i>	<i>U of I U de D</i>	<i>Unit Price Prix unitaire</i>	<i>Extended Cost Prix total prévu</i>
1	<i>Buoy C12 moved with ice over winter 2016. Replace on position.</i>	<i>31-MAR-17</i>		 EA /CH-EACH/C HACUN		
2	<i>Buoy C8 submerged and replaced with SB 98.</i>	<i>31-MAR-17</i>		 EA /CH-EACH/C HACUN		

Canada

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**PURCHASE ORDER**  
(Continuation sheet)

**COMMANDE D'ACHAT**  
(suite)

**P.O. No. - Nº de commande**

F5530-160130

**Amend. No. - Nº de modif.**

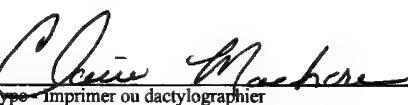
1

The following documents form part of this Purchase Order. The supplier recognizes and agrees to all terms and conditions set out in this request, including:

Les documents ci-joints font partie intégrale de cette commande d'achat. Le Fournisseur convient et accepte tous les termes et conditions tels que décrits dans cette demande, incluant:

Continued/ suite...

<b>FOR THE SUPPLIER - POUR LE FOURNISSEUR</b>		
Signature	Witness - Témoin	Date
Print or type - Imprimer ou dactylographier	Position title - Titre du poste	
Signature	Witness - Témoin	Date
Print or type - Imprimer ou dactylographier	Position title - Titre du poste	

<b>APPROVED FOR THE MINISTER - APPROUVÉ POUR LE MINISTRE</b>		
Signature	Position title - Titre du poste	Date
	Sup. Aids to Navigation	J. 17 26, 2016
Print or type - Imprimer ou dactylographier		

Fisheries and Oceans Canada / Peches et Oceans Canada

Page 3 of 3

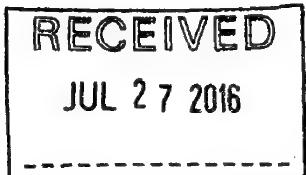
**PURCHASE ORDER**  
(Continuation sheet)**COMMANDE D'ACHAT**  
(suite)

P.O. No. - N° de commande	F5530-160130
Amend. No. - N° de modif.	1

The following documents form part of this Purchase Order. The supplier recognizes and agrees to all terms and conditions set out in this request, including:

Les documents ci-joints font partie intégrale de cette commande d'achat. Le Fournisseur connaît et accepte tous les termes et conditions tels que décrits dans cette demande, incluant:

Continued/ suite...



FOR THE SUPPLIER - POUR LE FOURNISSEUR		
Signature 	Witness - Témoin	Date July 27, 2016
Print or type - Imprimer ou dactylographier Paul Scott	Position title - Titre du poste President	
Signature	Witness - Témoin	Date
Print or type - Imprimer ou dactylographier	Position title - Titre du poste	

APPROVED FOR THE MINISTER - APPROUVE POUR LE MINISTRE		
Signature 	Position title - Titre du poste Sue MacLean Navigation	Date July 26, 2016
Print or type - Imprimer ou dactylographier		

Canada

- Charlottetown -

Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-166/2019  
Amendment #4  
Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 29<sup>th</sup> ~~May~~ of May 2017

BETWEEN

Maira Marine  
Attn: Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: ~~506-773-3455~~  
Fax: (506) 773-6448  
Email : mairamairamaine@nb.ainb.com

(hereinafter called the "Contractor")

AND

OF THE FIRST PART,

HER MAJESTY THE QUEEN, in Right ~~of~~ of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2019;

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-186/2018  
Amendment #4  
Page 2 of 3

This Amendment is issued to exercise Option Year 4 of the contract for an additional one year period from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 4 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –  
Charlottetown, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2017**

**Insert: Completion Date of July 2, 2018**

**Apply:**

From July 2, 2017 – July 2, 2018 .....\$22,749.00  
For an amount not to exceed.....

This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F6530-8005-166/2019  
Amendment #4  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen In Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at Miramichi May 29, 2017

Paul Scott (President)

(Witness)

**INCORPORATED COMPANY**  
(Signature and position)

**AFFIX CORPORATE SEAL:**

(Witness)

or

**PARTNERSHIP**  
(Signature and position)

(Witness)

**SOLE PROPRIETORSHIP/ INDIVIDUAL OWNER** (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on June 2, 2017

Kim Walker

Senior Contracting Officer  
Fredericton Procurement Hub

Cindy Gallant

(Witness)

JUN 28



**Fisheries and Oceans  
Canada**      **Pêches et Océans  
Canada**

Contract/File No. F5530-8005-166/2019

Amendment #5

Page 1 of 3

**AMENDMENT TO AGREEMENT**

**This Amendment dated as of the 27<sup>th</sup> day of June 2018**

**BETWEEN**

**Mailra Marine**  
**Attn: Paul Scott**  
**101 Highway 11**  
**Lower Newcastle, NB**  
**E1V 7E7**  
**Tel: (506) 773-3455**  
**Cell: [REDACTED]**  
**Fax: (506) 773-6448**  
**Email : mailramarine@nb.ainb.com**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2019;**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

## Contract/File No. F5530-8005-166/2019

Amendment #5

Page 2 of 3

This Amendment is issued to extend the agreement for the final option year for a one year period from July 2, 2018 to July 2, 2019 as well as to add buoys LL990.0(C5) and LL1003.0(C18) and to delete buoys LL#6005.5 IPRIV<sub>1</sub>, and LL#6004 (C). These result in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –  
Charlottetown, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2018**

**Insert: Completion Date of July 2, 2019**

**Apply:**

Delete 1 Buoy LL#6005.5 @ [REDACTED] 1/2 year (1/2 Year for July 2018 Payment) [REDACTED] for 2 July 2018 – 2 July 2019

Delete 1 Buoy LL#6004 @ [REDACTED] 1/2 per year (1/2 Year for July 2018 Payment) [REDACTED] for 2 July 2018 – 2 July 2019

To add new 2 new buoys LL990.5 @ [REDACTED] and LL1003.0 @ [REDACTED] for a total of \$1,200.00 – Additional Cost

Reduction cost in accordance with email dated June 25, 2018 section entitled Year 5 (1/2 year payment January 2018 and July 2/18 – July 2/19) at a value of -\$2,746.50

Additional cost in accordance with email dated June 25, 2018 section entitled Year 5 (July 2/17 – July 2/18) at a value of \$1200.00

From July 2, 2018 – July 2, 2019

For an amount not to exceed.....\$22,118.00

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-168/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen In Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**Dated at Moncton on June 28, 2018Paul Scott, (President )INCORPORATED COMPANY  
(Signature and position)**AFFIX CORPORATE SEAL:**

(Witness)

PARTNERSHIP  
(Signature and position)

or

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)**FOR HER MAJESTY**Dated at Fredericton on June 27, 2018

Digitally signed by

Walker, Kimberly

Date: 2018.06.27 14:23:51  
-03'00'

(Witness)

Kim Walker  
Senior Contracting Officer  
Fredericton Procurement Hub

THIS INDENTURE made this 10 day of Jan Two thousand 13.

BETWEEN:

*Maria Marine Ltd.  
101 RTE #1  
Box Newcastle N.B.  
E1V 7E7*

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her  
Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant,  
equipment, materials, matters and things required to be done, furnished and performed in the  
manner hereinafter described, in connections with the maintenance of a marine aids to navigation  
service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any  
tools which in the view of the Supervisor, Aids to Navigation Operations, are special and  
outside of the Contractor's normal ability to supply and are necessary for the  
performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need  
for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor  
shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her  
Majesty, such storage being secure and providing shelter to those items which must  
be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of  
this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for  
service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations ,  
Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the  
'Supervisor, Aids to Navigation Operations ') and failing such notice the Contractor shall make  
good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the  
entire satisfaction of the Supervisor, Aids to Navigation Operations .

(b) In the case where the Contractor had held the contract in the previous year for the  
marine aids to navigation, then no cost or expenses shall be charged against the Department of  
Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of  
them, through negligence on the part of the Contractor, the Contractor shall make good such loss  
or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor,  
Aids to Navigation Operations .

- Entered to Service  
Agreement in Sepa  
- "opy sent to Recs.

Ke  
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**4. Inspection**

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

**9. Crown Property**

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

**10. Officers Servants and Agents of Contractor**

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

#### 25. Termination

25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.

25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums therefore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

#### 26. Acts and Regulations

26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA. .

26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements.”

**NOTE:** Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

**NOTE:**

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

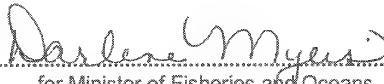
IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED  
by the Contractor in the  
Presence of -

Witness: 

  
Contractor's Signature

  
SIGNED, SEALED AND DELIVERED  
by Her Majesty in the presence of -

  
for Minister of Fisheries and Oceans



PRICING SHEET - Eastern Northumbria and Strait

PRICING SHEET - Eastern Northumberland Strait		PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:	
Buoy	Maintenance Cost	July 2, 2013 to July 2, 2014	24,940.00
1. FIRST YEAR		July 2, 2014 to July 2, 2015	24,690.00
2. SECOND YEAR -		July 2, 2015 to July 2, 2016	24,690.00
3. THIRD YEAR -		July 2, 2016 to July 2, 2017	24,690.00
4. FOURTH YEAR -		July 2, 2017 to July 2, 2018	25,390.00
5. FIFTH YEAR -		July 2, 2018 to July 2, 2019	25,390.00
6. SIXTH YEAR -			
Please provide GST / HST # if Applicable -GST / HST#		121124963	RT 0001
If GST / HST not applicable, please provide SIN#			
Name:	Maria Martine & Hutch		
Mailing Address:	101 8th-11 Lawlor Newcastle		
Telephone #:	(506) 573-3255		
Cell Phone #:	506-223-6448		
Fax #:			
Email Address:	Maria.Martine@nb.ca		
Signature:	Paul Scott		



Fisheries and Oceans Canada      Pêches et Océans Canada

Contract/File No. F5530-8005-180/2019  
Amendment #2

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 18<sup>th</sup> day of June 2014

**BETWEEN**

**Maira Marine Ltd**  
c/o Mr Paul Scott  
101, Route 11  
Lower Newcastle, New-Brunswick  
E1U 7E7

**Tel:** (506)773-3455  
**Cel:** [REDACTED]  
**Fax:** (506)773-6448  
**E-mail:** [mairamarine@nb.aibn.com](mailto:mairamarine@nb.aibn.com)

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-180/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

**Contract/File No. F5530-8005-180/2019  
Amendment #2**

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from **July 2, 2014** to **July 2, 2015**. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 2 – Provide Buoy Services – Eastern Northumberland Strait, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete:**      **Completion Date of July 2, 2014**

**Insert:**      **Completion Date of July 2, 2015**

**Apply:**

**From July 2, 2014 – July 2, 2015**  
**For an amount not to exceed.....\$24,090.00**

**This Amendment shall form part of the above mentioned Agreement.**  
**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-180/2019  
Amendment #2

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

## FOR THE CONTRACTOR

Dated at Ottawa on June 23, 2014



Paul Scott (President)  
INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL: (if available)

(Witness)

PARTNERSHIP  
(Signature and position)

or

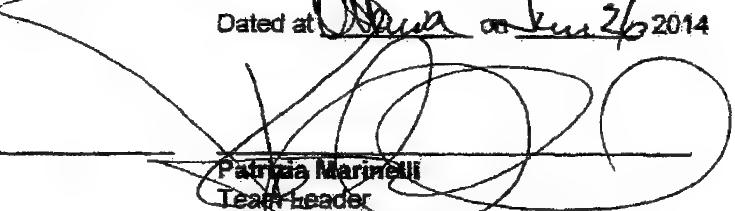
(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

(Witness)

FOR HER MAJESTY

Dated at Ottawa on June 26, 2014

  
Patrizia Marinelli  
Team Leader  
Procurement Hub, Ottawa Office  
200 Kent Street, 9<sup>th</sup> Floor  
Ottawa, Ontario K1A 0E6  
Tel: (613) 993-3136  
E-mail: [Patrizia.Marinelli@dfo-mpo.gc.ca](mailto:Patrizia.Marinelli@dfo-mpo.gc.ca)  
Fax: (613) 991-1297

Page 3 of 3



## Campbell, Karen

**From:** Campbell, Karen  
**Sent:** June-26-14 2:11 PM  
**To:** Saumure, Melissa  
**Subject:** Eastern Northumberland Strait Contract Amendment (F5530-8005-180/2019).  
**Attachments:** SKMBT\_36314062613180.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Delivery</b>
	Saumure, Melissa	Delivered: 26/06/2014 2:12 PM

Hi Melissa:

Attached is the signed amendment for Eastern Northumberland Strait Contract F5530-8005-180/2019.

Regards,

Karen Campbell  
Aids to Navigation  
Charlottetown, PEI  
902-566-7938

**From:** [no\\_replyKonicaMinolta363@dfo-mpo.gc.ca](mailto:no_replyKonicaMinolta363@dfo-mpo.gc.ca) [mailto:[no\\_replyKonicaMinolta363@dfo-mpo.gc.ca](mailto:no_replyKonicaMinolta363@dfo-mpo.gc.ca)]  
**Sent:** June-26-14 1:18 PM  
**To:** Campbell, Karen  
**Subject:** Message from KMBT\_363



# Mairia Marine Ltd

101 Hwy 11 • Lower Newcastle, NB • E1V 7E7 • Tel.: (506) 773-3455 • Cell: [REDACTED] • Fax: (506) 773-6448

Date: June 24/14 Pages: 7

To: Hyndra Calombe

For: Contract Amendment

Re:

902-566-7848

To the Attention of  
Karen Campbell

From  
Paul Scott

Wharf Construction, Reconstruction & Repair • Dredging • Marine Towing • Tug & Barge Rental • Crane Rental  
Shore Protection • Timber or Armour Stone • Navigation Buoy Placement & Maintenance

**Contract/File No. F5530-8005-180/2019  
Amendment #2**

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 2 – Provide Buoy Services – Eastern Northumberland Strait, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete:      Completion Date of July 2, 2014**

**Insert:      Completion Date of July 2, 2015**

**Apply:**

**From July 2, 2014 – July 2, 2015  
For an amount not to exceed.....\$24,090.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

s.19(1)

Contract/File No. F5530-8005-180/2019  
Amendment #2

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at 0930 on June 23, 2014

W

Paul Scott (President)  
INCORPORATED COMPANY  
(Signature and position)

**AFFIX CORPORATE SEAL: (if available)**

**(Witness)**

**PARTNERSHIP**  
(Signature and position)

**or**

**(Witness)**

**SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER** (Signature and position)

**FOR HER MAJESTY**

Dated at \_\_\_\_\_ on \_\_\_\_\_, 2014

**(Witness)**

**Patrizia Marinelli**  
Team Leader  
Procurement Hub, Ottawa Office  
200 Kent Street, 9<sup>th</sup> Floor  
Ottawa, Ontario K1A 0E6  
Tel: (613) 993-3136  
E-mail: [Patrizia.Marinelli@dfo-mpo.gc.ca](mailto:Patrizia.Marinelli@dfo-mpo.gc.ca)  
Fax: (613) 991-1297

Page 3 of 3



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-180/2019  
Amendment #3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 15<sup>th</sup> day of May 2015

**BETWEEN**

**Maira Marine Ltd  
c/o Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-8005-180/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – Provide Buoy Services – Eastern Northumberland Strait, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2015**

**Insert: Completion Date of July 2, 2016**

**Apply:**

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$24,090.00  
For an amount not to exceed.....\$24,090.00

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

29 Jul 15 09:06a

P. 4

Contract/File No. F5530-8005-180/2019  
Amendment #3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

*Minarch*  
Dated at 28 on July 28, 2015  
P.S.

---

(Witness)

*Paul Scott (President)*  
INCORPORATED COMPANY  
(Signature and position)

**AFFIX CORPORATE SEAL:**

---

(Witness)

---

or  
PARTNERSHIP  
(Signature and position)

---

(Witness)

---

SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at 15 on May, 2015

---

(Witness)

*YLS*  
Yannick Lang  
Manager  
Procurement Hub, Fredericton

452-3676



**Fisheries and Oceans  
Canada**      **Pêches et Océans  
Canada**

**Contract/File No. F5530-8005-180/2019  
Amendment #4**

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 24<sup>th</sup> day of June 2016

**BETWEEN**

**Maira Marine Ltd  
c/o Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-8005-180/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

Contract/File No. F5530-8005-180/2019  
Amendment #4

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 4 – Provide Buoy Services – Eastern Northumberland Strait, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2016**

**Insert: Completion Date of July 2, 2017**

**Apply:**

From July 2, 2016 – July 2, 2017 for an amount not to exceed \$25,840.00  
For an amount not to exceed.....\$25,840.00

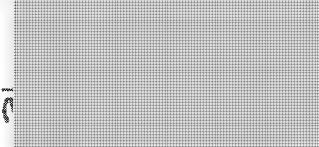
**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-180/2019  
Amendment #4

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen In Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at Fredericton on 30 June, 2016

  
Paul Scott (President)  
INCORPORATED COMPANY  
(Signature and position)

**AFFIX CORPORATE SEAL:**

(Witness)

PARTNERSHIP  
(Signature and position)

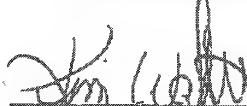
or

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on 30 June, 2016

  
\_\_\_\_\_  
Kim Walker  
Acting Team Lead  
Procurement Hub, Fredericton

(Witness)

- Eastern Northumberland  
Strait -

Fisheries and Oceans Canada      Pêches et Océans Canada

Contract/File No. F5530-8005-180/2019  
Amendment #5  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 29<sup>th</sup> day of May 2017

**BETWEEN**

Maira Marine  
c/o Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: [REDACTED]  
E-mail: [mairamarine@nb.aibn.com](mailto:mairamarine@nb.aibn.com)

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-180/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-180/2019  
Amendment #5  
Page 2 of 3

This Amendment is issued to exercise the Option Year 4 of the contract for an additional one year period from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –  
EASTERN NORTHUMBERLAND STRAIT, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2017**

**Insert: Completion Date of July 2, 2018**

**Apply:**

**From July 2, 2017 – July 2, 2018  
For an amount not to exceed.....\$27,140.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-180/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**Dated at Moncton on 29 May 2017Paul Sculif (President)

(Witness)

**INCORPORATED COMPANY**  
(Signature and position)**AFFIX CORPORATE SEAL:**

(Witness)

**PARTNERSHIP**  
(Signature and position)

(Witness)

**SOLE PROPRIETORSHIP/ INDIVIDUAL OWNER** (Signature and position)

(Witness)

**FOR HER MAJESTY**Dated at Fredericton on June 2, 2017Kim Walker  
Kim Walker  
Senior Contracting Officer  
Fredericton Procurement Hub



**Fisheries and Oceans  
Canada**      **Pêches et Océans  
Canada**

**Contract/File No. P5530-0005-180/2015**

**Amendment #6**

**Page 1 of 3**

**AMENDMENT TO AGREEMENT**

**This Amendment dated as of the 6<sup>th</sup> day of June 2016**

**BETWEEN**

**Malra Marine**  
c/o Paul Scott  
101 Highway 11  
Lower Newcastle, NB  
E1V 7E7  
Tel: (506) 773-3455  
Cell: [REDACTED]  
E-mail: [malramarine@nb.abn.com](mailto:malramarine@nb.abn.com)

**(hereinafter called the "Contractor")**

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number P5530-0005-180/2015.**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

Contract/File No. P6530-0005-150/2019  
Amendment #6  
Page 2 of 3

This Amendment is issued to exercise the Option Year 5, the final option year, of the contract for an additional one year period from July 2, 2018 to July 2, 2019. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 6 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –  
EASTERN NORTHUMBERLAND STRAIT, PE**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2018**

**Insert: Completion Date of July 2, 2019**

**Apply:**

From July 2, 2018 – July 2, 2019  
For an amount not to exceed.....\$27,140.00

This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F5530-2005-190/2010  
Amendment #6  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at Moncton on June 6, 2018

Paul Scott (President )

INCORPORATED COMPANY  
(Signature and position)

**AFFIX CORPORATE SEAL:**

(Witness)

**PARTNERSHIP**  
(Signature and position)

or

(Witness)

**SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER** (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on June 6, 2018

Lindsay Gallant  
(Witness)

  
Kim Walker  
Senior Contracting Officer  
Fredericton Procurement Hub

RECEIVED  
FEB 01 2013

THIS INDENTURE made this 21 day of Jan. Two thousand 13.

B E T W E E N :

**KENNETH IRVING**  
**PO BOX 316**  
**MONTAGUE, PE**  
**C0A 1R0**

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
 (hereinafter called 'Her Majesty'), represented herein by the  
 Minister of Fisheries and Oceans (hereinafter called 'the  
 Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
 with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her  
 Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant,  
 equipment, materials, matters and things required to be done, furnished and performed in the  
 manner hereinafter described, in connections with the maintenance of a marine aids to navigation  
 service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any  
 tools which in the view of the Supervisor, Aids to Navigation Operations, are special and  
 outside of the Contractor's normal ability to supply and are necessary for the  
 performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need  
 for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor  
 shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her  
 Majesty, such storage being secure and providing shelter to those items which must  
 be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of  
 this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for  
 service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations ,  
 Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the  
 'Supervisor, Aids to Navigation Operations ') and failing such notice the Contractor shall make  
 good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the  
 entire satisfaction of the Supervisor, Aids to Navigation Operations .

(b) In the case where the Contractor had held the contract in the previous year for the  
 marine aids to navigation, then no cost or expenses shall be charged against the Department of  
 Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of  
 them, through negligence on the part of the Contractor, the Contractor shall make good such loss  
 or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor,  
 Aids to Navigation Operations .

NO TAX

- Entered to Service  
 Agreement in Sipu

- Copy sent to Recs.

**4. Inspection**

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

**9. Crown Property**

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

**10. Officers Servants and Agents of Contractor**

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

#### 25. Termination

- 25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.
- 25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums therefore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

#### 26. Acts and Regulations

- 26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA. .
- 26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

**NOTE:** Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

- 26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

**NOTE:**

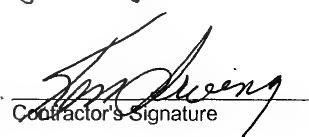
Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED  
by the Contractor in the  
Presence of -

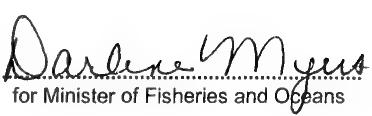
Witness:

January 02/2013

  
Contractor's Signature

SIGNED, SEALED AND DELIVERED  
by Her Majesty in the presence of -



  
for Minister of Fisheries and Oceans



Schedule of Rates  
Georgetown

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (400 LBS) NOTED IN THIS SCHEDULE OF RATES, CONTACT TRANSPORT CANADA IF NECESSARY

## PRICING SHEET- Georgetown

## PRICE PER ANNUM (EXCLUDING GST/ HST) AS FOLLOWS:

Buoy	Maintenance Cost
1. FIRST YEAR	July 2, 2013 to July 2, 2014 <input type="text" value="8516.00"/>
2. SECOND YEAR -	July 2, 2014 to July 2, 2015 <input type="text" value="8516.00"/>
3. THIRD YEAR -	July 2, 2015 to July 2, 2016 <input type="text" value="8516.00"/>
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017 <input type="text" value="8516.00"/>
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018 <input type="text" value="8516.00"/>
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019 <input type="text" value="8516.00"/>

Please provide GST / HST # if Applicable -GST / HST#  
 If GST / HST not applicable, please provide SIN# 11-355-477

Name: Kenneth Truving  
 Mailing Address: S.O. Box 316  
Montague PEI C0A 1R0  
 Telephone #:   
 Cell Phone #:   
 Fax #:   
 E-mail Address:   
 Signature 

**Campbell, Karen**

**From:** Saumure, Melissa  
**Sent:** June-19-14 9:35 AM  
**To:**   
**Cc:** Campbell, Karen  
**Subject:** F5530-MOA155YG/2019  
**Attachments:** BA\_F5530-MOA155YG-2019 signed.pdf

Good Morning,

Please find attached the fully executed amendment extending the Georgetown Buoy contract through to July 2 2015.

Thank you for your prompt attention to this matter.

Have a great day!

**Melissa Saumure**  
Junior Procurement Officer  
Procurement Hub Ottawa Office/Centre d'approvisionnement-bureau d'Ottawa  
Materiel and Procurement Services/Services du matériel et des acquisitions  
Financial and Materiel Management Operations/Opérations financières et Gestion du Matériel  
Fisheries and Oceans Canada/ Pêches et Océans Canada  
200 Kent Street – 9 W087  
Ottawa, ON K1A 0E6  
Government of Canada/Gouvernement du Canada  
Telephone/ Téléphone: 613-993-2846  
Facsimile/Télécopieur: 613-991-1297  
E-mail/ Courriel: [melissa.saumure@dfo-mpo.gc.ca](mailto:melissa.saumure@dfo-mpo.gc.ca)  
New E-mail/ Nouveau courriel: [XNAT\\_Procurement\\_Hub@ocean.dfo-mpo.gc.ca](mailto:XNAT_Procurement_Hub@ocean.dfo-mpo.gc.ca)



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-MOA155YG/2019

Amendment #7

Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 30<sup>th</sup> day of May 2014

**BETWEEN**

**KENNETH IRVING  
P O BOX 316  
MONTAGUE, PEI  
C0A 1R0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-MOA155YG/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

*Copy sent to  
Records for file  
KC*

Contract File No. F5530-MOA155YG/2019

Amendment #7

Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 7 – SERVICING MARINE AIDS TO NAVIGATION – GEORGETOWN**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2014**

**Insert: Completion Date of July 2, 2015**

**Apply:**

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$8,516.00

For an amount not to exceed.....\$8,516.00

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MOA155YG/2019

Amendment #7

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

*Heather Jollie*  
Dated at G.E.S on June 13, 2014

**(Witness)****INCORPORATED COMPANY**  
(Signature and position)**AFFIX CORPORATE SEAL:****(Witness)****PARTNERSHIP**  
(Signature and position)**or**

*Tom Jollie (Owner)*  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**(Witness)****FOR HER MAJESTY**

Dated at Ottawa on June 18, 2014

*M.J.*  
Patrice Marinelli  
Team Leader  
NCR, Materiel Management



Fisheries and Oceans  
Canada      Pêches et Océans  
Canada

Contract/File No. F5530-MOA155YG/2019  
Amendment #8

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 13<sup>th</sup> day of May 2015

**BETWEEN**

**KENNETH IRVING  
P O BOX 316  
MONTAGUE PE  
C0A 1R0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-MOA155YG/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

Contract/File No. F5530-MOA155YG/2019  
Amendment #8

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 8 – SERVICING MARINE AIDS TO NAVIGATION – GEORGETOWN**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2015**

**Insert: Completion Date of July 2, 2016**

**Apply:**

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$8,516.00  
For an amount not to exceed.....\$8,516.00

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MOA155YG/2019  
Amendment #8

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at Montague on July 29 2015

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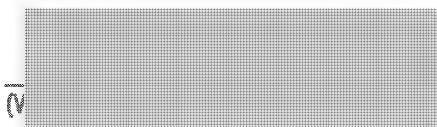
(Witness)

**INCORPORATED COMPANY**  
(Signature and position)

**AFFIX CORPORATE SEAL:**

---

(Witness)



**PARTNERSHIP**  
(Signature and position)

or

**SOLE PROPRIETORSHIP/ INDIVIDUAL OWNER** (Signature and position)

---

(Witness)

**FOR HER MAJESTY**

Dated at Fredericton on May 15, 2015



Vladimir Shkrob  
Contracting Officer  
Procurement Hub, Fredericton



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

emailed to  
Vladimir on

Contract/File No. F5530-MOA155YG/2019 2016-12-2  
Amendment #9

HM

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 28<sup>th</sup> day of June 2016

**BETWEEN**

**KENNETH IRVING  
P O BOX 316 MONTAGUE PE  
C0A 1R0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-MOA155YG/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

**Contract/File No. F5530-MOA155YG/2019**  
**Amendment #9**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 9 – SERVICING MARINE AIDS TO NAVIGATION – GEORGETOWN**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2016**

**Insert: Completion Date of July 2, 2017**

**Apply:**

From July 2, 2016 – July 2, 2017 for an amount not to exceed \$8,516.00

**For an amount not to exceed.....\$8,516.00**

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MOA155YG/2019  
Amendment #9

**This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.**

**FOR THE CONTRACTOR**

Dated at Montague on Dec. 15, 2016  
G. E. J.

---

(Witness)

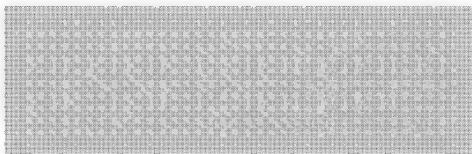
---

**INCORPORATED COMPANY**  
(Signature and position)

AFFIX CORPORATE SEAL:

---

(Witness)



---

**PARTNERSHIP**  
(Signature and position)

Tom Swire Captain  
**SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER** (Signature and position)

---

(Witness)

**FOR HER MAJESTY**

Dated at Fredericton on July 4, 2016

  
Vladimir Shkrob  
Contracting Officer  
Procurement Hub, Fredericton



**Fisheries and Oceans  
Canada**

**Pêches et Océans  
Canada**

**Contract/File No. F5530-MOA155YG/2019**

**Amendment #10**

**Page 1 of 3**

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the **23 day of May 2017**

**BETWEEN**

**Kenneth Irving  
PO Box 316  
Montague, PE  
C0A 1R0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-MOA155YG/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

**Contract/File No. F5530-MOA155YG/2019**  
**Amendment #10**  
**Page 2 of 3**

This Amendment is issued to exercise option year 4 from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**Exercise Option Year 4**

From July 2, 2017 – July 2, 2018 for an amount not to exceed **\$8,516.00**  
For an amount not to exceed.....**\$8,516.00**

**This Amendment shall form part of the above mentioned Agreement.**  
**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

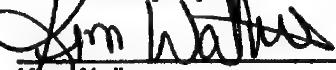
This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

For the Contractor :

  
Signature  
Ben IRVING  
Printed Name and Position

June 13/2017  
Date

For Her Majesty

  
Signature  
Kim Walker  
A/Team Lead  
Materiel Management

June 19, 2017  
Date



**Fisheries and Oceans  
Canada**

**Pêches et Océans  
Canada**

**Contract/File No. F5530-MOA155YG/2019**

**Amendment #11**

**Page 1 of 2**

**AMENDMENT TO AGREEMENT**

**This Amendment dated as of the 31 day of May 2018**

**BETWEEN**

**Kenneth Irving  
PO Box 316  
Montague, PE  
C0A 1R0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-MOA155YG/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

Contract/File No. F5530-MOA155YG/2019  
Amendment #11  
Page 2 of 2

This Amendment is issued to exercise the 5<sup>th</sup> and final option year available on contract F5530-MOA155YG/2019 from July 2, 2018 to July 2, 2019. This results in a change in the financial limitation and the completion date for this agreement.

**Exercise Option Year 5**

From July 2, 2018 – July 2, 2019 for an amount not to exceed \$8,516.00  
For an amount not to exceed.....\$8,516.00

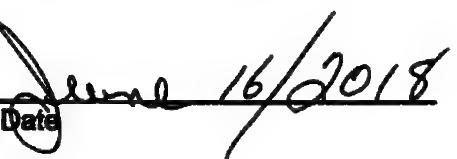
**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

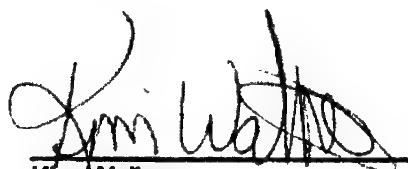
For the Contractor

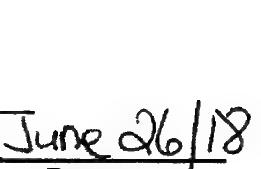
  
Signature

Ben IRVING  
Printed Name and Position

  
Date

For Her Majesty

  
Kim Walker  
Senior Contracting Officer  
Materiel Management

  
June 26/18  
Date

FEB 01 2013

F5530-8005-153/2019 HILLSBORO

THIS INDENTURE made this 6<sup>th</sup> day of Jan Two thousand 13.

BETWEEN:

**MELLIE MACDONALD**  
**PO BOX 144**  
**CORNWALL, PE**  
**C0A 1H0**

- hereinafter called 'the Contractor,' Of the First Part;

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

**2. Equipment**

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors..**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations , Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations ') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations .

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations .

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations .

- Enclosed to Service  
- Signature in Sipia  
- Copy sent to Receiver

K  
000077

an income tax from the earning realized through this Contract.

11. Waiver Negotiated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

#### 4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

#### 9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

#### 10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

**25. Termination**

- 25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.
- 25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums therefore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

**26. Acts and Regulations**

- 26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.
- 26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

**NOTE:** Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

- 26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

NOTE:

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
by the Contractor in the )  
Presence of - )

Witness: )

*Mellie Mac Donald*  
Contractor's Signature

SIGNED, SEALED AND DELIVERED )  
by Her Majesty in the presence of - )

*K. O'Neill*

*Barbelle Myers*

for Minister of Fisheries and Oceans

The following is a list of buoys that are covered by this contract.  
The annual unit cost is to be completed by the Contractor as part  
of the tender for the maintenance of these buoys  
Notes:

One completed column for each year of the contract.

The Mooring Change Date Cycles are determined in Year 1.

Hillsboro

L.L No.	Aid Id	Aid Name	Type of Aid	Buoy	Wt	Size	Lgth	Latitude	Longitude	Ser- vice	Const	Aid	Paint	Moor	Change	Year 6			Year 5			Year 4			Year 3			Year 2			Year 1						
																Col	Lbs	Inch	Meters	Power	o	'	"	o	'	"	o	'	"	o	'	"					
6003.1	C20	Hillsboro East River Spar	0.3m Spar-Conical Plastic (ORT)	Red	400	5'8"	10	~	46 14	38.76	63 5	49.92	Seas	Plastic	Plastic	3 yr																					
6003.2	C22	Hillsboro East River Spar	0.3m Spar-Conical Plastic (ORT)	Red	400	5'8"	10	~	46 15	49.2	63 4	12.6	Seas	Plastic	Plastic	3 yr																					
6003.3	C24	Hillsboro East River Spar	0.3m Spar-Conical Plastic (ORT)	Red	400	5'8"	10.7	~	46 16	45.18	63 3	8.52	Seas	Plastic	Plastic	3 yr																					
6003.4	C26	Hillsboro East River Spar	0.3m Spar-Conical Plastic (ORT)	Red	400	5'8"	10.7	~	46 17	56.1	63 1	7.44	Seas	Plastic	Plastic	3 yr																					
6003.5	C27	Hillsboro East River Spar	0.3m Spar Con-Plastic (ORT)	Gr	400	5'8"	10.7	~	46 18	5.64	63 0	41.94	Seas	Plastic	Plastic	3 yr																					
6003.6	C28	Hillsboro East River Spar	0.3m Spar-Conical Plastic (ORT)	Red	400	5'8"	10.7	~	46 18	21.18	63 0	15.36	Seas	Plastic	Plastic	3 yr																					
6003.7	C29	Hillsboro East River Spar	0.3m Spar Con-Plastic (ORT)	Gr	400	5'8"	9	~	46 18	30.3	62 59	23.4	Seas	Plastic	Plastic	3 yr																					
																Totals			<i>6,300.00</i>	<i>6,300.00</i>	<i>6,300.00</i>	<i>6,475.00</i>															

Note: Local Knowledge is required when placing, lifting & maintaining buoys on this contract.

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (400LBS) NOTED IN THIS SCHEDULE OF RATES. CONTACT TRANSPORT CANADA IF NECESSARY.

## Pricing Sheet

PRICING SHEET- Hillsboro, PEI	
	Buoy Maintenance Cost
PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:	
1. FIRST YEAR	July 2, 2013 to July 2, 2014 6,300.00
2. SECOND YEAR -	July 2, 2014 to July 2, 2015 6,300.00
3. THIRD YEAR -	July 2, 2015 to July 2, 2016 6,300.00
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017 6,475.00
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018 6,475.00
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019 6,475.00
Please provide GST / HST # if Applicable -GST / HST# /26860931R7001 If GST / HST not applicable, please provide SIN#	
Name: <i>Mellie Mac Donald</i>	
Mailing Address: Cornwall P.O. Box 144 COA 1HO	
Telephone #: _____	
Cell Phone#: _____	
Fax #: _____	
E-mail Address: <span style="background-color: #cccccc;">[REDACTED]</span>	Signature <i>Mellie Mac Donald</i>



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-153/2019  
Amendment #1  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 4<sup>th</sup> day of June 2014

**BETWEEN**

**Mellie Macdonald  
PO Box 144.  
Cornwall, PE  
C0A 1H0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number **F5530-8005-153/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:

**Contract/File No. F5530-8005-153/2019**  
**Amendment #1**  
**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 1 – Servicing Marine Aids to Navigation – Hillsboro**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2014**

**Insert: Completion Date of July 2, 2015**

**Apply:**

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$6,300.00

**For an amount not to exceed.....\$6,300.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

Contract/File No. F5530-8005-153/2019

Amendment #1

Page 3 of 3

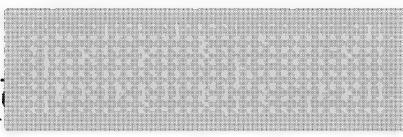
This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**Dated at June on 10<sup>th</sup>, 2014

(Witness)

**INCORPORATED COMPANY**  
(Signature and position)**AFFIX CORPORATE SEAL:**

(Witness)

**PARTNERSHIP**  
(Signature and position)**SOLE PROPRIETORSHIP/INDIVIDUAL  
OWNER** (Signature and position)

or

(Witness)

**FOR HER MAJESTY**Dated at June on 10<sup>th</sup>, 2014Patrizia Mandelli  
Team Leader  
NCR, Materiel Management



## Fisheries and Oceans Canada

Contract/File No. F5530-8005-153/2019  
Amendment #2  
Page 1 of 3

## **AMENDMENT TO AGREEMENT**

This Amendment dated as of the 20<sup>th</sup> day of May 2015

## BETWEEN

**Mellie Macdonald  
PO Box 144  
Cornwall, PE  
C0A 1H0**

(hereinafter called the "Contractor")

## OF THE FIRST PART,

AND

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

## OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-153/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 2 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2015**

**Insert: Completion Date of July 2, 2016**

**Apply:**

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$6,300.00  
For an amount not to exceed.....\$6,300.00

This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F5530-8005-153/2019  
Amendment #2  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

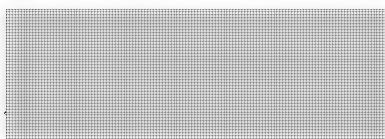
Dated at NEW DORNING on MAY 25, 2015

(Witness)

INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)



PARTNERSHIP  
(Signature and position)

Melissa Mac Donald  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

(Witness)

**FOR HER MAJESTY**

Dated at Fredericton on May 21, 2015

Emmanuelle Porter  
Contracting Officer  
Fredericton Procurement Hub



Fisheries and Oceans Canada      Pêches et Océans Canada

Contract/File No. F5530-8005-153/2019  
Amendment #3  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 29 day of June 2016

BETWEEN

**Mellie Macdonald  
PO Box 144  
Cornwall, PE  
C0A 1H0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

AND

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-153/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-153/2019  
Amendment #3  
Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 3, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2016**

**Insert: Completion Date of July 2, 2017**

**Apply:**

From July 3, 2016 – July 2, 2017 for an amount not to exceed \$6,475.00  
For an amount not to exceed.....\$6,475.00

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-153/2019  
Amendment #3  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at \_\_\_\_\_ on \_\_\_\_\_, 2016

---

(Witness)

INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

---

(Witness)

PARTNERSHIP  
(Signature and position)

or

---

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

**FOR HER MAJESTY**

Dated at Fredericton on June 27, 2016



Emmanuelle Porter  
Contracting Officer  
Fredericton Procurement Hub

---

(Witness)



**Fisheries and Oceans  
Canada**      **Pêches et Océans  
Canada**

**Contract/File No. F5530-8005-153/2019**

**Amendment #4**

**Page 1 of 3**

**AMENDMENT TO AGREEMENT**

**This Amendment dated as of the 1<sup>st</sup> day of June 2017**

**BETWEEN**

**Mellie Macdonald  
PO Box 144  
Cornwall, PE  
COA 1H0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-8005-153/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

**Contract/File No. F5530-8005-153/2019**  
**Amendment #4**  
**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 3, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 4 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2017**

**Insert: Completion Date of July 2, 2018**

**Apply:**

From July 3, 2017 – July 2, 2018 for an amount not to exceed \$6,475.00  
For an amount not to exceed.....\$6,475.00

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

Contract/File No. F5530-8005-153/2019  
Amendment #4  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at New Dorval on June, 2017

(Witness)

**INCORPORATED COMPANY**  
(Signature and position)

**AFFIX CORPORATE SEAL:**

(Witness)

**PARTNERSHIP**  
(Signature and position)

or

Alan McDonald - OWNER  
**SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER** (Signature and position)

(Witness)

**FOR HER MAJESTY**

Dated at Fredericton on June 2, 2017

Emmanuelle Porter  
Contracting Officer  
Fredericton Procurement Hub



**Fisheries and Oceans  
Canada**      **Pêches et Océans  
Canada**

**Contract/File No. F5530-8005-153/2019  
Amendment #5  
Page 1 of 3**

## **AMENDMENT TO AGREEMENT**

This Amendment dated as of the 8<sup>th</sup> day of June 2018

## BETWEEN

**Mellie Macdonald  
PO Box 144  
Cornwall, PE  
C0A 1H0**

(hereinafter called the "Contractor")

## OF THE FIRST PART,

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

## **OF THE SECOND PART.**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-153/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

**NOW THEREFORE IN CONSIDERATION** of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-8005-153/2019**

**Amendment #5**

**Page 2 of 3**

**This Amendment is issued to extend the agreement for an additional one year period from July 3, 2018 to July 2, 2019. This results in a change in the financial limitation and the completion date for this agreement.**

**AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro**

**To facilitate these changes the contract documents are hereby amended as follows:**

**Delete: Completion Date of July 2, 2018**

**Insert: Completion Date of July 2, 2019**

**Apply:**

**From July 3, 2018 – July 2, 2019 for an amount not to exceed \$6,475.00**

**For an amount not to exceed.....\$6,475.00**

**This Amendment shall form part of the above mentioned Agreement.**

**All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-153/2019

Amendment #5

Page 3 of 3

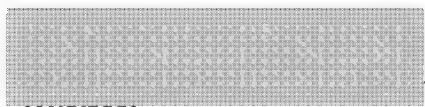
This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**Dated at JUNE 14 on 2018

(Witness)

**INCORPORATED COMPANY**  
(Signature and position)**AFFIX CORPORATE SEAL:**

(Witness)

**PARTNERSHIP**  
(Signature and position)**SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER** (Signature and position)

or

(Witness)

**FOR HER MAJESTY**Dated at Fredericton on JUN 13, 2018  
Emmanuelle Porter  
Contracting Officer  
Fredericton Procurement Hub

F5530-MOA77YG/2019 VICTORIA, PE

FEB 15 2013

THIS INDENTURE made this 7 day of Feb. Two thousand 13.

BETWEEN:

JAMES BOUTLER  
PO BOX 5106  
CRAPAUD, PE  
C0A 1J0

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations .

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations .

- Entered to Service  
Agreement in Sipa

**4. Inspection**

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

**9. Crown Property**

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

**10. Officers Servants and Agents of Contractor**

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

## 12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

**25. Termination**

25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.

25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums therefore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

**26. Acts and Regulations**

26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.

26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

**NOTE: Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.**

26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

#### Schedule of Rates

The following is a list of buoys that are covered by this contract. The annual unit cost is to be completed by the Contractor as part of the tender for the maintenance of these buoys.

Notes:

One completed column for each year of the contract.

The Maintenance Cycles are determined in Year 1:

Victoria

Victoria, PEI

Note: Local knowledge is required to maintain these buoys.

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (400lbs) NOTED IN THIS SCHEDULE II OF RATES. CONTACT TRANSPORT CANADA IF NECESSARY.

PRICING SHEET- Victoria

PRICE PER ANNUM (EXCLUDING GST/ HST) AS FOLLOWS:

PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOW/S:	
Buoy	Maintenance Cost
1. FIRST YEAR .	July 2, 2013 to July 2, 2014
2. SECOND YEAR .	July 2, 2014 to July 2, 2015
3. THIRD YEAR -	July 2, 2015 to July 2, 2016
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019

Please provide GST / HST # if Applicable -GST / HST# 112857761Rtcoo1CBN  
If GST / HST not applicable, please provide SIN#

Name: James C. Bauer Ter.  
Mailing Address: P.O. Box 5106 Cranford, P.E.I. C0A-1J6

Telephone #: \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_

James C. Boulton

000104

**NOTE:**

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED  
by the Contractor in the  
Presence of -

Witness: \_\_\_\_\_

Contractor's Signature

)

)

)

)

SIGNED, SEALED AND DELIVERED  
by Her Majesty in the presence of -

*Rachelily Syme*

*Darlene Myers*

for Minister of Fisheries and Oceans

)

)

)

)



**Fisheries and Oceans  
Canada**      **Pêches et Océans  
Canada**

**Contract/File No. F5530-M0A77YG/2019**

**Amendment #2**

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 19<sup>th</sup> day of June 2014

**BETWEEN**

**Mr. James Boulter**  
**PO Box 5106**  
**Crapaud, PEI**  
**COA 1J0**  
**Tel:** [REDACTED]  
**E-mail:** [REDACTED]

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-M0A77YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

- Copy sent to  
Records

Ke  
000106

**Contract/File No. F5530-M0A77YG/2019  
Amendment #2**

This Amendment is issued to extend the agreement for an additional one year period from **July 2, 2014** to **July 2, 2015**. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 2 – Provide Buoy Services – Victoria Harbour, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete:**      **Completion Date of July 2, 2014**

**Insert:**      **Completion Date of July 2, 2015**

**Apply:**

**From July 2, 2014 – July 2, 2015**  
**For an amount not to exceed.....\$11,050.00**



**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

2014-06-25 08:51

BNS30783 CRAPAUD

9026582616 &gt;&gt;

902 566 7848 P 4/4

Contract/File No. F5530-M0A77Y/G/2019  
Amendment #2

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

## FOR THE CONTRACTOR

Dated at June on 25, 2014

(Witness)

INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL (if available)

(Witness)

PARTNERSHIP  
(Signature and position)Baron C. Basden (Capt)  
SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

or

(Witness)

Patrizia Marinelli

Team Leader  
Procurement Hub, Ottawa Office  
200 Kent Street, 9<sup>th</sup> Floor  
Ottawa, Ontario K1A 0E6  
Tel: (613) 993-3136  
E-mail: [Patrizia.Marinelli@dfo-mpo.gc.ca](mailto:Patrizia.Marinelli@dfo-mpo.gc.ca)

## FOR HER MAJESTY

Dated at June 26 on June 26, 2014



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-MOA77YG/2019  
Amendment #3  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 25<sup>th</sup> day of May 2015

**BETWEEN**

**JAMES BOULTER  
PO BOX 5106  
CRAPAUD, PEI  
C0B 1J0**  
Tel: [REDACTED]  
Email: [REDACTED]

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

AND

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

**OF THE SECOND PART,**

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-MAO77YG/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion date of July 2<sup>nd</sup> 2015**

**Insert: Completion date of July 2<sup>nd</sup> 2016**

**Apply:**

From July 2, 2015 – July 2, 2016  
For an amount not to exceed.....\$11,050.00

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MA077Y/G/2019  
Amendment #3  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at 26 on May, 2015

(Witness)

INCORPORATED COMPANY  
(Signature and position)

or

PARTNERSHIP  
(Signature and position)

  
Jean-Pierre deVink, Sole Proprietor  
INDIVIDUAL OWNER (Signature and position)

FOR HER MAJESTY

Dated at Frederiction on May 26, 2015

  
Jean-Pierre deVink  
- Contracting Officer  
Frederiction Procurement Hub



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-MOA77YG/2019  
Amendment #4  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 7<sup>th</sup> day of July 2016

BETWEEN

**JAMES BOULTER**  
PO BOX 5106  
CRAPAUD, PEI  
C0B 1J0  
Tel: [REDACTED]  
Email: [REDACTED]

(hereinafter call'd the "Contractor")

OF THE FIRST PART,

AND

**HER MAJESTY THE QUEEN**, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-MAO77YG/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-MA077YG/2019  
Amendment #4  
Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion date of July 2<sup>nd</sup> 2016**

**Insert: Completion date of July 2<sup>nd</sup> 2017**

**Apply:**

From July 2, 2016 – July 2, 2017

**For an amount not to exceed.....\$11,050.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

Contract/File No. F5530-MA077YG/2019  
Amendment #4  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at Fredericton on July 12 2016

(Witness)

**INCORPORATED COMPANY**  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

(Witness)

**PARTNERSHIP**  
(Signature and position)

or

Donna Bawler  
**SOLE PROPRIETORSHIP/ INDIVIDUAL OWNER** (Signature and position)

(Witness)

**FOR HER MAJESTY**

Dated at Fredericton on July 7<sup>th</sup> 2016

Morgan Marchand  
A/Senior Contracting Officer  
Fredericton Procurement Hub



**Fisheries and Oceans  
Canada**

**Pêches et Océans  
Canada**

**Contract/File No. F5530-MA077YG/2019**

**Amendment #5**

**Page 1 of 3**

**AMENDMENT TO AGREEMENT**

**This Amendment dated as of the 8<sup>th</sup> day of June 2017**

**BETWEEN**

**JAMES BOULTER  
PO BOX 5106  
CRAPAUD, PEI  
C0B 1J0  
Tel: [REDACTED]  
Email: [REDACTED]**

**(hereinafter called the "Contractor")**

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-MA077YG/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

**Contract/File No. F5530-MA077YG/2019**  
**Amendment #5**  
**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion date of July 2<sup>nd</sup> 2017**

**Insert: Completion date of July 2<sup>nd</sup> 2018**

**Apply:**

From July 2, 2017 – July 2, 2018

**For an amount not to exceed.....\$11,050.00**

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

Contract/File No. F5530-MA077YG/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**Dated at 11 on JUNE, 2017

(Witness)

---

INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

---

PARTNERSHIP  
(Signature and position)

\* (Witness)

---

or  
James Baulte (Captain & Owner  
SOLE PROPRIETORSHIP/ INDIVIDUAL Contractor.  
OWNER (Signature and position)

(Witness)

**FOR HER MAJESTY**Dated at Fredericton on June 8<sup>th</sup>, 2017  
Morgan Marchand  
Senior Contracting Officer  
Fredericton Procurement Hub



**Fisheries and Oceans  
Canada**

**Pêches et Océans  
Canada**

**RCVD/RECU**

**AUG 02 2019**

**HUB FTN**

**Contract/File No. F5530-MOA77YG/2019**

**Amendment #5**

**Page 1 of 3**

**AMENDMENT TO AGREEMENT**

**This Amendment dated as of the 27<sup>th</sup> day of June 2019**

**BETWEEN**

**JAMES BOULTER  
PO BOX 5106  
CRAPAUD, PEI**

**COA-150**

**Tel:**  
**Email:**

**(hereinafter called the "Contractor")**

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, In Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-MAO77YG/2019**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

-pivotsiv

Contract/File No. F5530-MA077YG/2019

Amendment #5

Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion date of July 2<sup>nd</sup> 2018**

**Insert: Completion date of July 2<sup>nd</sup> 2019**

**Apply:**

From July 2, 2018 – July 2, 2019

For an amount not to exceed.....\$11,050.00

This Amendment shall form part of the above mentioned Agreement.

All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F5530-MA077YG/2019  
Amendment #5  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at July 27 on, 2018

(Witness)

INCORPORATED COMPANY  
(Signature and position)

AFFIX CORPORATE SEAL:

  
(Witness)

PARTNERSHIP  
(Signature and position)

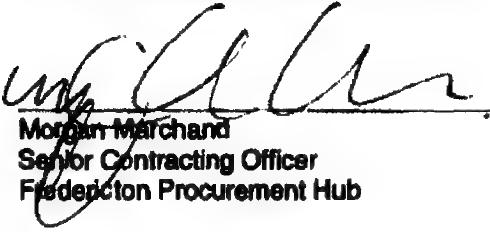
  
(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER (Signature and position)

  
(Witness)

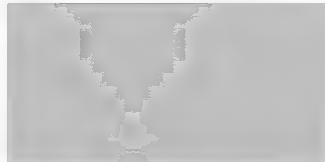
**FOR HER MAJESTY**

Dated at Fredericton on June 27, 2018.

  
Morgan Marchand  
Senior Contracting Officer  
Fredericton Procurement Hub

F5530-8005-154/2019 **WEST RIVER**THIS INDENTURE made this 6<sup>th</sup> day of Jan Two thousand 13.

BETWEEN:

Home:  
cell:  
Email:

**MELLIE MACDONALD**  
**PO BOX 144**  
**CORNWALL, PE**  
**C0A 1H0**

RECEIVED  
FEB 11 2013

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
 (hereinafter called 'Her Majesty'), represented herein by the  
 Minister of Fisheries and Oceans (hereinafter called 'the  
 Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
 with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her  
 Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant,  
 equipment, materials, matters and things required to be done, furnished and performed in the  
 manner hereinafter described, in connections with the maintenance of a marine aids to navigation  
 service (herein referred to as 'the said service') upon terms and conditions as herein provided.

**2. Equipment**

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any  
 tools which in the view of the Supervisor, Aids to Navigation Operations, are special and  
 outside of the Contractor's normal ability to supply and are necessary for the  
 performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need  
 for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor  
 shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her  
 Majesty, such storage being secure and providing shelter to those items which must  
 be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of  
 this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for  
 service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations,  
 Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the  
 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make  
 good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the  
 entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the  
 marine aids to navigation, then no cost or expenses shall be charged against the Department of  
 Fisheries & Oceans, Aids to Navigation Operations.

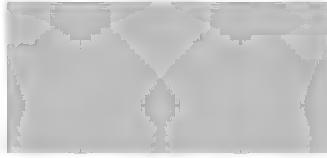
(c) That in the event of loss or damage to the marine aids to navigation, or any of  
 them, through negligence on the part of the Contractor, the Contractor shall make good such loss  
 or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor,  
 Aids to Navigation Operations.

- Entered to Service  
 Agreement in Spsa  
 - Copy sent to Recce

F5530-8005-154/2019 **WEST RIVER**THIS INDENTURE made this 6<sup>th</sup> day of Jan Two thousand 13.

B E T W E E N :

Home:



cell:

Email:

**MELLIE MACDONALD**  
**PO BOX 144**  
**CORNWALL, PE**  
**C0A 1H0**

RECEIVED  
FEB 12 2013

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
(hereinafter called 'Her Majesty'), represented herein by the  
Minister of Fisheries and Oceans (hereinafter called 'the  
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each  
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.
2. Equipment
- 2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.
- 2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.
- 2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.
- 2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**
3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations , Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations ') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations .

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations .

- Entered to Service  
Agreement in Sips  
- Copy sent to Recs

#### **4. Inspection**

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

#### **9. Crown Property**

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

#### **10. Officers Servants and Agents of Contractor**

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. **Waiver Negated**

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. **No Implied Obligations**

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

**25. Termination**

25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.

25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums therefore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

**26. Acts and Regulations**

26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.

26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

**NOTE: Failure to provide the proof of certification( Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.**

26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

**NOTE:**

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
by the Contractor in the )  
Presence of - )

Witness )

*Mellie Mac Donald*  
Contractor's Signature

SIGNED, SEALED AND DELIVERED )  
by Her Majesty in the presence of - )

*Julie Bevins*

*Darlene Myrick*

for Minister of Fisheries and Oceans

## PRICING SHEET- West River

## PRICE PER ANNUM (EXCLUDING GST/ HST) AS FOLLOWS:

Buoy	Maintenance Cost
1. FIRST YEAR	July 2, 2013 to July 2, 2014 10,800.00
2. SECOND YEAR -	July 2, 2014 to July 2, 2015 10,800.00
3. THIRD YEAR -	July 2, 2015 to July 2, 2016 10,800.00
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017 10,800.00
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018 10,800.00
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019 11,000.00

Please provide GST / HST # if Applicable -GST / HST# 126860931AT001  
If GST / HST not applicable, please provide SIN# \_\_\_\_\_

Name: Mellie Mac Donald  
 Mailing Address: Cornwall P.O. Box 144 COA-1HO  
MN PEI  
 Telephone #: ██████████  
 Cell Phone #: ██████████  
 Fax #: ██████████  
 E-mail Address: ██████████

Signature of Mellie Mac Donald

**Schedule of Rates**  
West River

**Schedule of Rates**

The following is a list of buoys that are covered by this contract.  
The annual unit cost is to be completed by the Contractor as part  
of the tender for the maintenance of these buoys

Notes:  
One completed column for each year of the contract.

The Maintenance Cycles are determined in Year 1.

L.L No.	Aid Id	Aid Name	Type of Aid	Buoy Col	Anchor Wt Lbs	Chain Size Inch	Lgth Metre	Latitude °	Longitude °	Aid Material	Maintaining Cycle Date	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
6018.05	CH3	Rocky Pt. ORT Spar Buoy CH3	0.3m Spar-Can PI(ORT)	Gr	400	5/8"	9	46 12	48	63 9	4.67	Seas Plastic	3 yr	2014			
6005	CH4	North Point Ent. To River CH4	2ft 11in TideLand/NPL(WB-390)	Red	400	5/8"	14	46 12	30	63 9	51.67	Seas Plastic	3 yr	2014			
6006.2	CH5	Ferguson Point Buoy CH5	2ft 11in TideLand/NPL(WB-390)	Gr	400	5/8"	14	46 12	20.71	63 10	39.67	Seas Plastic	3 yr	2014			
6007.1	CH8	Hyde Point Buoy CH8	2ft 11in TideLand/NPL(WB-390)	Red	400	5/8"	14	46 11	58	63 11	28.67	Seas Plastic	3 yr	2014			
6008.1	CH9	Hyde Point Buoy CH9	2ft 11in TideLand/NPL(WB-390)	Gr	400	5/8"	14	46 11	47	63 12	0.067	Seas Plastic	3 yr	2014			
6009.1	CH12	French Creek CH12	2ft 11in TideLand/NPL(WB-390)	Red	400	5/8"	14	46 11	18	63 12	42.67	Seas Plastic	3 yr	2014			
6010.1	CH13	Goose Creek CH13	2ft 11in TideLand/NPL(WB-390)	Gr	400	5/8"	14	46 11	29	63 13	12.67	Seas Plastic	3 yr	2014			
6010.5	CH16	West River Causeway Buoy CH16	2.0m MOBILIS TRACKLESS	Red	600	5/8"	14	46 11	19	63 13	37.67	Seas Plastic	3 yr	2014			
6013.1	CE	York Point Spar Buoy CE	GD12M	Yel	400	5/8"	4.6	46 13	23	63 9	19.67	Seas Plastic	3 yr	2014			
6012.1	CE2	Duchess Pt Ent. To York River CE2	0.3m Spar-Con PI(ORT)	Red	400	5/8"	15	46 13	14	63 9	6.67	Seas Plastic	3 yr	2014			
6014.15	CE3	York Point Spar CE3	0.3m Spar-Can - PI(ORT)	Gr	400	5/8"	14	46 13	37	63 9	14.17	Seas Plastic	3 yr	2014			
6015.1	CE4	Mackenzie Creek Spar Buoy CE4	0.3m Spar-Con PI(ORT)	Red	400	5/8"	15	46 13	51	63 9	16.7	Seas Plastic	3 yr	2014			

Note: Local knowledge is required to place, lift and maintain these buoys.

**Total** **1,980.00** **1,980.00** **1,980.00** **1,980.00** **1,980.00** **1,980.00** ✓

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (600LBS) NOTED IN THIS SCHEDULE OF RATES. CONTACT TRANSPORT CANADA IF NECESSARY.



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Contract/File No. F5530-8005-154/2019  
Amendment #1  
Page 1 of 3

**AMENDMENT TO AGREEMENT**

This Amendment dated as of the 4<sup>th</sup> day of June 2014

**BETWEEN**

**Mellie Macdonald  
PO Box 144  
RR#1  
Cornwall, PE  
C0A 1H0**

(hereinafter called the "Contractor")

**OF THE FIRST PART,**

**AND**

**HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented  
by the Minister of Fisheries and Oceans (hereinafter called the "Minister")**

**OF THE SECOND PART,**

**WHEREAS the parties hereto have entered into a Supply Agreement, which document is  
registered in the Department of Fisheries and Oceans as Number F5530-8005-154/2019.**

**AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned  
agreement;**

**NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-  
mentioned Agreement is amended as follows:**

**Contract/File No. F5530-8005-154/2019**

**Amendment #1**

**Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 1 – Servicing Marine Aids to Navigation – West River**

To facilitate these changes the contract documents are hereby amended as follows:

**Delete: Completion Date of July 2, 2014**

**Insert: Completion Date of July 2, 2015**

**Apply:**

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$10,800.00  
For an amount not to exceed.....\$10,800.00

**This Amendment shall form part of the above mentioned Agreement.  
All other terms and conditions of the said Agreement shall remain unchanged and in  
force.**

Contract/File No. F5530-8005-154/2019  
Amendment #1  
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

**FOR THE CONTRACTOR**

Dated at June on 10<sup>th</sup> 2014

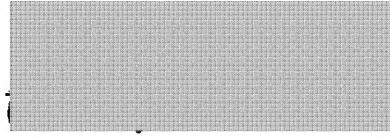
(Witness)

**INCORPORATED COMPANY**  
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

**PARTNERSHIP**  
(Signature and position)



Melanie Donald  
**SOLE PROPRIETORSHIP/ INDIVIDUAL  
OWNER** (Signature and position)

or

(Witness)

**FOR HER MAJESTY**

Dated at Winnipeg on June 15, 2014

Patricia Martelli  
Team Leader  
NCR, Materiel Management